
ARNOLD & PORTER LLP

Baruch Weiss

Baruch.Weiss@aporter.com

+1 202.942.6819

+1 202.942.5999 Fax

555 Twelfth Street, NW
Washington, DC 20004-1206

July 18, 2014

VIA ECF

The Honorable Jesse M. Furman
United States District Court
Southern District of New York
40 Centre Street, Room 2202
New York, NY 10007

Re: T-Jat Systems v. Amdocs Software, No. 1:13-cv-05356-JMF

Dear Judge Furman:

Plaintiff T-Jat Systems 2006 Ltd. ("T-Jat") submits the following in response to the Court's Notice of Conference. ECF No. 88. T-Jat notes that today it is also filing a Notice of Motion to Vacate a Portion of the Arbitration Award

1. Name of counsel and current contact information, if different from the docket:

Counsel for T-Jat:

Baruch Weiss
Arnold & Porter LLP
555 Twelfth Street, NW
Washington, D.C. 20004-1206¹
(202) 942-6819
(202) 942-5999 (fax)
Baruch.Weiss@aporter.com

¹ Arnold & Porter LLP also maintains an office at 399 Park Avenue, New York, New York 10022.

ARNOLD & PORTER LLP

The Honorable Jesse M. Furman
July 18, 2014
Page 2

Charles B. Manuel, Jr.
Manuel & Rosenfeld, LLP
One Penn Plaza
Suite 2527
New York, NY 10119
(917) 699-9559
(212) 562-7108 (fax)
cbm@manuel-law.net

Daniel Steven Goldstein
Shiboleth LLP
One Penn Plaza
New York, NY 10119
(212) 244-4111
(212) 563-9137 (fax)
danielg@shiboleth.com

2. A brief statement of the nature of the case and/or the principal defenses thereto:

T-Jat is small high-tech start-up that developed a software system that consolidates and de-duplicates a mobile phone user's contact information from various applications and stores this information in a cloud-based contact list. In 2009, T-Jat entered into a Non-Disclosure and Confidentiality Agreement ("NDA") with Amdocs to explore marketing T-Jat's system to third parties. T-Jat and Amdocs subsequently entered into an additional contract ("OEM Agreement") to pursue a joint venture.

T-Jat filed the petition in this matter on July 31, 2013, seeking a preliminary injunction and permanent injunction. Among other things, T-Jat alleged that Amdocs violated both the NDA and the OEM when it licensed T-Jat's proprietary information beyond the limitations in the NDA and OEM and created a knockoff of T-Jat's proprietary information, which it sold or licensed to third parties. Consequently, T-Jat sought to enjoin Amdocs from, among other things, breaching their obligations under the NDA and OEM Agreement. ECF No. 1. T-Jat filed an amended petition on August 30 seeking similar relief. ECF No. 9.

ARNOLD & PORTER LLP

The Honorable Jesse M. Furman
July 18, 2014
Page 3

Judge Paul E. Engelmayer granted a temporary restraining order in T-Jat's favor on September 13, 2013. ECF No. 33. At the same time, Judge Engelmayer granted Amdocs' uncontested motion to compel arbitration. On October 2, 2014,

While arbitration was ongoing, Judge Engelmayer -- formerly a partner at WilmerHale -- recused himself after Amdocs retained WilmerHale. This matter was transferred to Judge Harold Baer. ECF No. 71. On December 9, 2013, Judge Baer issued an antisuit injunction against Amdocs and in favor of T-Jat, enjoining Amdocs from prosecuting what Judge Baer called an "especially vexatious" suit that Amdocs had filed against T-Jat in Israel. ECF No. 85.

After a hearing, the Arbitrator found for T-Jat on one claim and denied T-Jat's other six claims. OT-Jat now seeks to vacate a portion of the award due to the Arbitrator's manifest disregard of the law and the terms of the operative agreements between the parties.

3. A statement of any previously scheduled conference dates with the Court that have not yet occurred and the matters that were to be discussed:

There is no previously scheduled conference that has not yet occurred, except for the conference this Court scheduled for Wednesday, July 23, at 4:45 P.M.

4. A brief description of any motion that has been made, including the date of the motion and whether the motion has been decided:

Concurrent with the filing of this Letter, T-Jat is filing a Motion to Vacate a Portion of the Arbitration Award. As argued in the memorandum of law accompanying the motion, the arbitration award should be partially vacated for its "manifest disregard of the terms of the parties' relevant agreement," *Schwartz v. Merrill Lynch & Co.*, 665 F.3d 444, 452 (2d Cir. 2011) (citation and quotation marks and brackets omitted), as well as its "manifest disregard of the law." *Id.* at 451 (citation and quotation marks omitted).

The memorandum of law, exhibits and accompanying declaration are being filed under seal.

ARNOLD & PORTER LLP

The Honorable Jesse M. Furman
July 18, 2014
Page 4

5. A statement of whether there are any pending appeals:

There are no pending appeals.

6. A detailed statement of all discovery undertaken to date, including how many depositions each party has taken and what, if any, discovery remains that is essential for the parties to engage in meaningful settlement negotiations:

For the purposes of deciding the Motion to Vacate a Portion of the Arbitration Award -- the only pending issue remaining on the docket -- no further discovery is necessary.

7. A statement describing the status of any settlement discussions, and whether the parties have a joint interest in referral to a United States Magistrate Judge for settlement purposes.

The parties have not participated in settlement discussions and do not have a joint interest in referral to a United States Magistrate Judge for settlement purposes.

8. An estimate of the length of trial:

Plaintiff does not at this anticipate a trial before this court in this matter on any issue.

9. Any other information that the parties believe may assist the Court in advancing the case to settlement or trial, including, but not limited to, a description of any dispositive issue or novel issue raised by the case:

There is an issue of whether filings in this case should be under seal. The Court has granted the joint request of the parties to allow T-Jat to file its memorandum of law and exhibits under seal today, in order to preserve the issue for the Court's consideration. T-Jat is of the view that there is no need to file under seal, while counsel for Amdocs has expressed the contrary view.

Plaintiff respectfully requests oral argument on its Motion to Vacate a Portion of the Arbitration Award.

ARNOLD & PORTER LLP

The Honorable Jesse M. Furman
July 18, 2014
Page 5

We look forward to conferring with your Honor on July 23, 2014 at 4:45 p.m.

Dated: Washington, D.C.
July 18, 201

Respectfully Submitted,

/s/ Baruch Weiss

Baruch Weiss

*Counsel for Plaintiff T-Jat Systems 2006
Ltd.*